

**SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET**

Referred to Commission Committee _____
For Commission Action on _____

DESCRIPTION OF ITEM:

RESOLUTION APPROVING CONTRACT WITH MUTUAL COLLECTIONS FOR THE PROVISIONS OF COLLECTION AGENCY SERVICES TO BE PAID ON A PERCENTAGE OF COLLECTIONS BASIS. SPONSORED BY COMMISSIONER SIDNEY CHISM

CHECK ALL THAT APPLY BELOW:

☒ This Action does NOT require expenditure of funds.

_____ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: \$ _____; County CIP Funds: \$ _____

State Grant Funds: \$ _____; State Gas Tax Funds: \$ _____

Federal Grant Funds: \$ _____

Other funds (Specify source and amount): \$ _____

Other pass-thru funds (Specify source and amount): \$ _____

Originating Department: _____

APPROVAL:

Dept. Head: Latonya Burrow 545-5285 1288 12 July 09
(Type your name & phone #.) (Initials) (Date)

Elected Official: [Signature] July 12, 2009
(Type your name & phone #.) (Initials) (Date)

Division Director: Zach Armour 545-5106 1 1
(Type your name & phone #.) (Initials) (Date)

CIP – A&F Director: _____ 1 1
(Type your name & phone #.) (Initials) (Date)

Finance Dept.: Alicia Lindsey 545-4275 1 1
(Type your name & phone #.) (Initials) (Date)

County Attorney: [Signature] Richard 7/2/09 UK 7/2/09
(Type your name & phone #.) (Initials) (Date)

CAO/Mayor: Jim Huntzicker 545-4514 [Signature] 7/2/09
(Type your name & phone #.) (Initials) (Date)

Item # _____

PREPARED BY Gary Letson

COMMISSIONER _____

APPROVED BY _____

**RESOLUTION APPROVING CONTRACT WITH MUTUAL
COLLECTIONS FOR THE PROVISIONS OF COLLECTION AGENCY SERVICES TO
BE PAID ON A PERCENTAGE OF COLLECTIONS BASIS. SPONSORED BY
COMMISSIONER SIDNEY CHISM**

WHEREAS, The General Sessions Court Clerk collects various fees, court costs, and fines on misdemeanor cases brought before the General Sessions Court; and

WHEREAS, The Clerk is desirous of obtaining professional collection services on certain designated Accounts that deemed delinquent because they are greater than 180 days old; and

WHEREAS, There are currently approximately 1000 delinquent Accounts totaling \$1,000,000.00 that are assigned monthly; and

WHEREAS, T.C.A. 40-24-105 authorizes the use of a collection agency to collect the Accounts; and

WHEREAS, The County issued a Request for Proposal number 08-002-55 for collection Agency Services; and

WHEREAS, By the deadline of March 6, 2009, eight (8) firms having the knowledge and expertise to provide the requested services submitted proposals; and

WHEREAS, Out of the Proposals submitted, the reviewing committee selected Mutual Collections, based on cost, expertise in the field, and services offered; and

WHEREAS, The parties now desire to enter into a contract for Collection Agency Services with the initial term to begin upon execution and continue through June 30, 2009 with three (3) one (1) year options to renew upon mutual written agreement of the parties; and

WHEREAS, The cost for these services will be thirty percent (30%) of the total amount collected.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the contract with Mutual Collections for Collection Agency Services with the fee for said contract to be based on thirty percent (30%) of the total amount collected are hereby approved.

BE IT FURTHER RESOLVED, That the Mayor be and is hereby authorized to execute said contract on behalf of Shelby County Government, copies of which are on file in the Contract Administration Department.

BE IT FURTHER RESOLVED, That funds from this contract be appropriated to the individual Fund Accounts in accordance to Tennessee State Law for each year this contract is in effect.

BE IT FURTHER RESOLVED, That all renewal periods are approved subject to the availability of funds for each year the contract is in effect.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of the Division of Administration and Finance be and are hereby authorized to issue the warrants to Mutual Collections in an amounts equal to thirty percent (30%) of the total amount of collection for this contract and to take proper credit in their account therefore.

BE IT FURTHER RESOLVED, That this Resolution shall take effect from and after the date it shall have been enacted according to due process of law, the public welfare requiring it.

A C Wharton, Jr.
Shelby County Mayor

DATE _____

ATTEST:

Clerk of County Commission

ADOPTED _____

SUMMARY SHEET

I. Description of Item

The General Sessions Court Clerk (the "Clerk") collects various fees, court costs, and fines on misdemeanor cases brought before the General Sessions Court. The Clerk has an established in-house billing and collection system. The Clerk is desirous of obtaining professional collection services on certain designated Accounts that are greater than 180 days old (the "Accounts"). T.C.A. 40-24-105 authorizes the use of a collection agency to collect the Accounts. There are currently approximately 1000 delinquent Accounts totaling \$1,000,000.00 that are assigned monthly. A detailed break out of those Accounts is available upon request from the Clerk's office. The County issued a Request for Proposal number 08-002-55 for Collection Agency Services; and out of the Proposals submitted, the reviewing committee selected Mutual Collections, based on cost, expertise in the field, and services offered. The cost for these services will be thirty percent (30%) of the total amount collected.

II. Source and Amount of Funding

Not applicable

III. Contract Items

Contract on file in the Purchasing Department.

GRATUITY DISCLOSURE FORM**Shelby County Ethics Commission**

INSTRUCTIONS: This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

1. NAME

N/A

2. DATE OF GRATUITY

N/A

3. NATURE AND PURPOSE OF THE GRATUITY

N/A

4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY

N/A

5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

N/A

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

N/A

Lisa
Mital
- Summary sheet
Name / President
name of comp not N/A
- Resolution

7. DESCRIPTION OF THE GRATUITY

N/A

8. COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)

N/A

9. The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.


Signature

7-1-09
Date

James B. Markham Jr.
Print Name

A copy of your completed form will be placed on the Shelby County Internet website.

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID JS MUTUA-1	DATE (MM/DD/YYYY) 07/01/09
PRODUCER SPANN INSURANCE, INC. 710 THOMPSON LANE P. O. BOX 40386 NASHVILLE TN 37204-0386 Phone: 615-383-8000 Fax: 615-383-8926		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Mutual Collection Co. Inc. Mr. James B. Markham, Jr. P. O. Box 11629 Memphis TN 38111-0629		INSURERS AFFORDING COVERAGE INSURER A: Grange Insurance Companies INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # 14060

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L	LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	X	GENERAL LIABILITY	BP 2255036	12/04/08	12/04/09	EACH OCCURRENCE	\$ 1,000,000
			COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
			CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC								
A			AUTOMOBILE LIABILITY	CA 2297031	12/04/08	12/04/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
			<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
			ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
			SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
			<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS								
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
			ANY AUTO				OTHER THAN EA ACC	\$
							AUTO ONLY: AGG	\$
A			EXCESS/UMBRELLA LIABILITY	CUP 2615110-00	12/04/08	12/04/09	EACH OCCURRENCE	\$ 1,000,000
			<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
								\$
			DEDUCTIBLE					\$
			<input checked="" type="checkbox"/> RETENTION \$					\$
A			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCP2297032	12/04/08	12/04/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 500,000
			If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
			OTHER				PROPERTY	364000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Shelby County Government is named as an additional insured as respect to the general liability coverage.

CERTIFICATE HOLDER <div style="text-align: right;">SHELBYC</div> SHELBY COUNTY GOVERNMENT PURCHASING DEPARTMENT 160 N. Main Street, Suite 550 Memphis TN 38103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <div style="text-align: center; font-size: 1.5em;">LACK SPANN</div>
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Amendment to Agreement

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this _____ day of _____, 2009, by and between SHELBY COUNTY GOVERNMENT (hereinafter "COUNTY") and MUTUAL COLLECTION CO., INC. (hereinafter "AGENCY").

WHEREAS, the parties previously entered into an Agreement (hereinafter "Agreement") dated July 1, 2008, for professional collection services to collect certain delinquent debts for the Shelby County General Sessions Court Clerk's Office; and

WHEREAS, said Agreement was for an initial term of July 1, 2008 through June 30, 2009 with options to renew for three (3) additional one-year periods, upon mutual written consent of the parties; and

WHEREAS, the parties now desire to enter into this Amendment to renew the Agreement for an additional one-year period, beginning July 1, 2009, and continuing through June 30, 2010.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this Agreement and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Agreement between the parties is hereby amended to renew said Agreement for the period beginning July 1, 200~~8~~⁹, to June 30, 20~~08~~⁰⁹.
2. This Amendment shall be subject to and contingent upon the adoption of the Fiscal-Year 2009-2010 Operating Budget of Shelby County Government by the Board of County Commissioners, and approval of the cost for this Amendment within said Operating Budget.
3. Except as amended, the terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the _____ day of _____, 2009.

**APPROVED AS TO FORM
AND LEGALITY:**

Contract Administrator
Assistant County Attorney

SHELBY COUNTY GOVERNMENT

A C WHARTON, JR.
MAYOR

MUTUAL COLLECTION CO., INC.

By: Ruth E. McClain
Title: Secy - Treas.

CORPORATE ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared Ruth E. McClain, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the Mutual Collection Co. the within named bargainor, a corporation, and that he as such Secretary, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as Secretary.

WITNESS my hand and official seal at office this 1st day of July, 2008⁹

MY COMMISSION EXPIRES
DECEMBER 7, 2011

[Signature]
Notary Public

My Commission Expires: _____

